

Agreement Between
The City of Northampton, MA
&
The Northampton Administrators and
Professional Employees' Association (NAPEA)

July 1, 2016 – June 30, 2019

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Article 1

RECOGNITION

1.01. This Agreement is made between the City of Northampton, hereinafter referred to as the City, and the Northampton Administrators and Professional Employees' Association, hereinafter referred to as the Association. The purpose of this agreement is to promote harmonious relations between the City and the Association, establish equitable procedures for the resolution of differences, and establish the rates of pay, hours of work and other conditions of employment.

1.02. A. The City recognizes the Association as the sole and exclusive representative of all the employees comprising the Administrator and Professional employee class, exclusive of all elected officials, in all matters relating to rates of pay and other conditions and benefits of employment. Appendix A is a listing of all positions by title and department covered by this Agreement.

B. The City and the Union agree that the Association shall consist of two (2) separate bargaining units. Unit "A" shall be titled "Administrators Unit" and will be composed of all City department heads not excluded from coverage and any NAPEA supervisors who supervise employees who are represented by NAPEA. Unit "B" shall be titled "Professionals Unit" and shall be composed of all other employees not currently excluded from representation.

1.03. The City will not aid, promote or finance any group or organization which purports to engage in, or make, any agreement with such group or individual for the purpose of undermining the Association or changing any condition in this agreement.

1.04. Where used in this Agreement, the words he or his shall refer to both female and male employees.

1.05 In the event that the City desires to implement a change to a job description for an existing bargaining unit position or upgrade an existing bargaining unit position, the City agrees to provide 30 calendar days written notice of the contemplated change and an opportunity to bargain to the Union. Should the Union desire to bargain regarding such requested change, it shall do so by notifying the City's HR Director or his/her designee by hard copy and email within seven (7) calendar days of receipt of the notice of the contemplated change. Notice shall be provided to the Union President and Vice President by hard copy and email. Nothing in this paragraph shall require the City to review a job description or re-grade positions at the request of the Union during the life of this contract.

Article 2

DISCRIMINATION AND PAST PRACTICE

2.01. The City shall not discriminate against any person on any matter because of race, creed, color, sex, age, handicap or political affiliation. All persons covered by this Agreement shall receive equal and full protection thereunder.

2.02. All other benefits which are enjoyed by the employees covered by this contract are hereby protected by this Agreement. All benefits and/or rights enjoyed by the employees covered by this contract which are now governed by Municipal Ordinance and State Law and which are not in conflict with this Agreement shall remain in full force and effect.

Article 3

ASSOCIATION DUES/AGENCY FEES

3.01. Each member of the Association, as a condition of employment, is required to pay either Association dues or an agency service fee, to defray the costs of collective bargaining and contract administration.

3.02. The City agrees to deduct monthly from the pay of each nonunion employee in the Association all union dues or agency fees which are owed to the Association.

3.03. The Association agrees to indemnify and defend the City for any financial liability which the City may incur in complying with this Article.

Article 4

MANAGEMENT RIGHTS CLAUSE

4.01. The City of Northampton reserves and retains the sole and exclusive right to manage, operate and conduct all of its Department's operations and activities, except as otherwise specifically and expressly provided in this Agreement. The enumeration of management rights in this article is not to be construed as a limitation of management's rights, but rather as illustration of the nature of the rights inherent in management.

4.02. The City of Northampton, subject to applicable law and the express and specific provisions of this Agreement reserves and retains the exclusive right to hire, promote, assign, transfer, suspend, discipline, discharge, lay off and recall personnel; to establish, create revise and implement reasonable work rules and regulations including performance evaluations as described in Article 33 the criterion upon which the bargaining unit members shall be evaluated which shall be used to discipline and discharge; to require bargaining unit members to assist the Appointing Authority/designee in the conduct of performance evaluations of those employees

supervised by members of this or any other bargaining unit; to establish positions and job descriptions and the classifications therefore; to reclassify existing positions based on assigned duties and responsibilities, or make changes in assigned duties and responsibilities; to schedule work as required; to study and use, introduce, install new or improved methods, systems, facilities and/or equipment; to determine methods, processes and procedures by which work is to be performed; to subcontract out work where the purpose is not to undermine the bargaining unit; to schedule and assign work; and in all respects to carry out the ordinary and customary functions of municipal management.

Article 5

GRIEVANCE AND ARBITRATION PROCEDURES

5.01. A "grievance" or "dispute" is hereby defined as a dispute arising from a complaint by an Employee or Employees of the Association covered by this Agreement, relating to the meaning, interpretation or application of any of the express terms and provisions of this Agreement.

5.02. Any grievance or dispute which may arise between the parties concerning the application or interpretation of the express terms of this Agreement shall be settled in the following manner:

Step 1. Any aggrieved employee shall present his grievance orally to his immediate supervisor or Appointing Authority who shall attempt to adjust the grievance informally. An employee may be accompanied by an Association Representative if desired. The grievance must be presented within ten (10) calendar days of or knowledge of the occurrence of the event giving rise to the grievance.

Step 2. If the grievance is not settled at Step 1, it shall be presented in writing to the representative which may consist of, but not limited to, the following officials: Appointing Authority of the employee, member of the Law Department, Human Resources Director, and the Mayor, within ten (10) calendar days from the date of presentation at the Step 1 level. The written grievance will state clearly the act or acts complained of, the provisions of the Agreement that are allegedly violated, when the problem occurred and the remedy sought.

Step 3. If the grievance is not resolved at the Step 2 level within ten (10) calendar days from the date of presentation at the Step 2 level, the Association may submit the grievance to arbitration. Such submission to arbitration must be made within thirty (30) calendar days after the expiration of the ten (10) calendar days. Prior to going to formal Arbitration, the parties shall seek grievance mediation through the Massachusetts Board of Conciliation and Arbitration.

5.03. The arbitrator shall be selected by mutual agreement of the parties hereto. If the parties fail to agree on a selection in the first instance, the American Arbitration Association (AAA) shall be requested to provide a panel of arbitrators from which a selection shall be made in accordance with the applicable rules of the AAA. Expenses for the arbitrator's services shall be shared equally by the parties.

5.04. Written submission of grievances at Step 2 shall be in not less than triplicate, on forms provided by the Association, and shall be signed by the Employee or his Association representative filing the grievance. If a grievance is adjusted at any step of the grievance procedure, the adjustment shall be noted on the grievance form. At any step of the grievance procedure where no adjustment is reached, the grievance shall bear a notation that the grievance is unsettled, shall be signed by the Employer's representative and the Association representative then handling the grievance, and shall be referred to the next step in the grievance procedure as provided herein.

5.05. A grievance not filed or processed within any of the time limits or in accordance with any of the conditions prescribed at steps one through three, inclusive shall be deemed waived for all purposes. Grievances not answered by the City within the limits prescribed shall automatically proceed to the next step of the procedure. Time limits as specified, may be changed by mutual agreements of the parties, in writing.

5.06. Any incident which occurred or failed to occur prior to the effective date of this Agreement shall not be subject of any grievance hereunder. This section shall have no impact on grievances that are currently pending.

5.07. The arbitrator hereunder shall be without power to alter, amend, add to or detract from the language of this Agreement. The arbitrator's award shall be in writing within thirty (30) days of the hearing and shall set forth his findings of fact, reasoning and conclusion. The arbitrator shall be without power or authority to make any award which requires the commission of an act prohibited by law. It is clearly understood that the arbitrator may not contradict or modify the terms of this Agreement in conflict with the express provisions of this Agreement or of any law. The Arbitrator's jurisdiction is expressly limited to the express terms of this Agreement which are applicable to the particular issue at hand, and to the rendition of an award which in no way adds to, subtracts from, changes or amends or conflicts with any term provision or condition of this Agreement.

Article 6

RETAINED FOR FUTURE USE

Article 7

COMPENSATORY TIME

7.01. Employees may receive compensatory time for hours worked in excess of their normal work week. The accumulation, use and administration shall be under the following guidelines.

A. Hours of Work: Administrative and Professional employees that are scheduled for a 35, 37.5 or 40 hour work week shall accumulate compensatory time at the rate of time and a half (1 1/2) for all hours worked beyond their regularly scheduled work week.

B. Employees on a thirty five (35) hour work week will accumulate compensatory time after seven (7) hours in any given day.

C. Employees on a thirty seven and one half (37.5) hour work week will accumulate compensatory time after seven and a half (7.5) hours in any given day.

D. Employees on a forty (40) hour work week will accumulate compensatory time after eight (8) hours in any given day.

7.02. No more than forty (40) hours may be accumulated for compensatory time, except that the Recreation Department if, in the judgment of the Director of Recreation additional compensatory time beyond forty (40) hours is required by an unite member working in the Recreation Department during the months of July and August then the Director of Recreation submit a request to the Director of Human Resources for approval of such additional compensatory time, such approval not to be unreasonably withheld. In the case of the Director of Recreation believes he/she needs to work additional compensatory time beyond forty (40) hours in the months of July or August he/she should submit his/her request directly to the Mayor.

7.03. The department head will keep a record of all compensatory time. These records will be made available upon request to the Human Resources Department.

Employees who work beyond their regular scheduled work day and have reached their maximum compensatory time accrual shall be paid at time and ½ for all hours worked in excess of their regularly scheduled work day.

7.04. Record keeping procedures for department heads' use shall be established by the Human Resources Director. Record keeping for employees of this Association shall be accomplished by recording compensatory time on the payroll sheets submitted to the Auditor.

7.05. Employees who are regularly scheduled between 20-34 hours per week are eligible for straight time for all hours worked beyond their regularly scheduled hours and are eligible for comp time for any non-regular hours worked over 35 hours in a work week.

7.06. In the event the Mayor declares an emergency and closes City offices and determines that such emergency will require a member or members of NAPEA to work during the closing, then the NAPEA employee or employees who is/are required to work such hours shall, in addition to being paid for their normal schedules hours, also be paid straight time for all such hours worked till the end of their normal schedule and time and ½ for all hours after that during the period of the emergency.

In lieu of compensation under this paragraph, the mayor shall have the option of compensation the employee at the equivalent amount of compensatory time, and such compensatory time need

not be subject to the limit on accumulation set forth in section 7.02. Compensatory time accrued beyond the cap under this paragraph must be used in the fiscal year it is earned or it will be paid out.

7.07. DPW Plowing: NAPEA employees that participate in snow removal operations (ie. Plowing and moving snow outside their normal job duties) will be compensated at a pay rate of time and ½ for all hours worked outside their normal work schedule.

Article 8

FLEXIBLE TIME

8.01. Department Heads have the authority to allow their employees as well as themselves to work a flexible schedule to meet individual concerns not inconsistent with the requirements of the department and within the following constraints.

A. Offices are to remain open according to their usual schedule (from 8:30 a.m. to 4:30 p.m. for most offices).

B. Flexibility in employees' schedules is allowed at the department head or supervisor's discretion. Department Heads and supervisors are not required to allow such flexibility.

Article 9

LEAVE OF ABSENCE

9.01. Unpaid leaves of absence may be recommended by the employee's immediate supervisor and approved by the Appointing Authority.

9.02. All approvals and/or extensions of leaves of absence shall be in writing by the employee's immediate supervisor.

9.03. An employee in an unpaid status while on leave of absence other than one attributable to FMLA or Worker's Compensation will be responsible for paying both the employee and the employer portion of the health insurance premium. Employees who are in an unpaid status on any type of leave exclusive of FMLA or Worker's Compensation will not accrue benefits during the unpaid portion of the leave.

Article 10

HOLIDAYS

10.01. The following days shall be considered to be paid holidays:

Half-day before New Year's Day
As long as it is a regular
Work day
New Year's Day
Martin Luther King Day
President's Birthday
Patriots' Day
Memorial Day
Independence Day

Labor Day
Columbus Day
Veteran's Day
Half-day before Thanksgiving
Thanksgiving Day
Day after Thanksgiving
Last scheduled workday before
Christmas
Christmas Day

10.02. Should the City declare any other day a holiday or skeleton force day, the employees not required to work shall receive a regular day's pay. Employees required to work that day shall be granted a corresponding amount of time off with pay.

10.03. Should any holiday fall on an employee's normal day off, the nearest scheduled working day will be considered to be the holiday.

10.04. All employees on a forty-hour week shall receive eight (8) hours pay at straight time rate for holiday pay; those on a thirty-five hour week shall receive seven (7) hours pay.

10.05. If a holiday occurs within an employee's vacation period, he shall receive an additional day's vacation with pay.

10.06. An employee who is on an unpaid leave of absence will not be eligible for holiday pay.

Article 11

SICK LEAVE

11.01 Sick leave shall be granted to employees who are incapacitated for duty as a result of sickness or off-the-job injury which is not job related. Appointments for medical or dental visits may be charged to sick leave. Sick leave may not be charged, however, for periods during which the employee was not scheduled to work, such as during a leave of absence, vacation, and so forth.

11.02. Sick leave is earned/accrued every week an employee is in a paid status. The accrual rate for full-time employees is based upon 3 weeks a year. The formula for determining the proper

accrual rate is (3 weeks X scheduled hours per week) / 52 (rounded to two decimal positions). For full-time employees the accrual rates are stated below.

35 hour a week employee....accrual rate = 2.02 hours per week

40 hour a week employee....accrual rate = 2.31 hours per week

11.03. Part-time employees (those that work at least twenty hours per week on a regularly scheduled basis) will have their sick leave accrued on a pro rata basis determined by the formula stated in 11.02.

11.04. Sick leave shall be accumulated without limit. Present employees shall retain any sick leave earned prior to the effective date of this Agreement.

11.05. An employee absent on sick leave must notify an appropriate individual within his department as soon as possible but no later than one hour before the start of the shift on each day of illness, unless prior arrangements have been made for a prolonged absence such as hospitalization and so forth.

11.06. Upon retirement of an employee, sick leave buy back shall be paid to the employee at his/her current rate of pay, multiplied by 33 1/3% of the employee's accumulated sick leave, up to \$5,500, paid in a lump sum or, by employee option, paid as follows:

1/3 Upon Retirement

1/3 after six months (from retirement)

1/3 after one year (from retirement)

Employees hired on or before December 31, 1986 will be paid out sick time but are not subject to the \$5,500 cap.

An employee may delay payment into the following calendar year.

Upon the death of an employee, accumulated sick leave shall be paid in a lump sum to his/her spouse or beneficiary; such sick leave shall be computed at the employee's hourly rate in effect at the time of death, multiplied by 33 1/3% of the employee's accumulated sick leave up to \$5,500.

See Appendix D for exceptions to the \$5,500 cap.

11.07. An employee who provides at least one (1) year advanced notice of retirement and retired (application with the Retirement Board must be submitted), shall receive upon retirement, a lump sum payment of \$750.00. If the notice is given at least six (6) months in advance, the employee shall receive \$500.00. No payment shall be made for any notification less than six months prior to retirement.

11.08. Upon honorable separation of service, which may include resignation and non-reappointment but excluding retirement, and/or death, a settlement with the City in which the employee agreed to resign in lieu of disciplinary action being proffered, an employee shall receive after five (5) years of continuous service, but less than ten (10) years, 16.76% of the

value of accumulated sick leave up to \$5,500; after ten (10) years but less than fifteen (15) years, 20% up to \$5,500; and more than 15 years, 25% up to \$5,500. The employee may defer some or all of this payment into the next tax year but may not be required to do so. Employees hired on or before December 31, 1986 will be paid out sick time but are not subject to the \$5,500 cap.

11.09. While the City will not make a general practice of requesting medical evidence of illness, the City, in their discretion, may request a medical certificate on an individual basis as circumstances warrant.

11.10. When sick leave is applied for in advance, the employee must present a complete statement of the facts from his own physician.

11.11. If desired and requested by the City's contributory Sick Leave Committee, an employee may contribute sick time to another employee.

11.12. Employees may use up to five (5) days of sick leave each calendar year to care for ill or incapacitated members of the immediate family as defined as spouse, child, father, mother, parents of spouse, sister, brother, step-child, foster child, grandchild, step parent, foster parent or person domiciled in the employee's household. Sick time may be used for travel to and from routine medical appointments and/or pharmacy for the employee or covered family members (up to 5 day use). Sick time may also be used to address the psychological, physical or legal effects of domestic violence for an employee who is a victim (up to 5 day use.)

Article 12

VACATION

12.01. In case a temporary, provisional or an employee serving under a Professional Services Contract becomes a permanent employee, with no break in service, for the purposes of this article, his date of employment shall be the date of first employment as a temporary or provisional or contractual employee. Should a break in service of thirty days or less occur as a result of involuntary separation, it shall not be construed as nullifying the intent of this provision.

12.02. Each employee covered by this contract shall earn/accrue vacation with pay as follows:

A. Employees having less than five (5) years of creditable service shall be entitled to ten working days per year, such leave to be accrued on the basis of 1.5+ hours for each payroll period the employee is in pay status for employees on a 40-hour work week; employees on a 35 hour week will accrue on the basis of 1.35 hours for each payroll period the employee is in a pay status.

B. Commencing with the fourth year of creditable service, leave will be accrued on the basis of 2.3+ hours for each payroll period the employee is in a pay status for employees on a 40 hour work week; employees on a 35-hour week will accrue on the basis of 2.02 hours for each payroll period the employee is in a pay status.

C. Commencing with the ninth year of creditable service, leave will be accrued on the basis of 3.0+ hours for each payroll period the employee is in a pay status for employees on a 40 hour work week; employees on a 35-hour week will accrue on the basis of 2.69+ hours for each payroll period the employee is in a pay status.

D. Employees having fifteen (15) years or more of creditable service will accrue twenty-five (25) working days of paid vacation per year.

E. Commencing with the 14th year of creditable service, employees whose regular work is thirty five hours per week, will accrual on the basis of 3.36+ hours per payroll period; employees whose regular work week is forty (40) hours per week; shall accrue leave on the basis of 3.84+ hours per payroll period.

12.03. New, full-time NAPEA employees begin accruing their vacation benefit in the first payroll period. Employees are eligible to use their annual vacation accrual of ten working days, beginning on their date of hire. This may mean that their vacation accrual balance will go into the negative. This benefit is not considered fully earned until the employee's one year anniversary. Therefore, if an employee separates from employment from the City prior to reaching their one year anniversary, the employee will owe the City the difference between any vacation time used and what they would have accrued during their period of employment.

12.04 Employees may not be paid for vacation leave carried over in excess of twenty-five (25) working days. In the event an employee is out on Workmen's Compensation and is unable to use his vacation leave, in order to avoid forfeiture it shall be converted to sick leave.

12.05 Should there be a situation where an association member for reasons beyond his/her control, or because of department/divisional scheduling and/or staffing requirements, not be able to use accrued vacation time during the calendar year, the process for requesting carry over shall be as follows:

1. A non-department head shall discuss options with the appropriate department head/ appropriate staff and human resources prior to December 1st. Should the exclusive option be to request carryover of unused vacation for the above reasons, the department head shall formally recommend such action to the Human Resources (HR) Director. The HR director will support the request to the Mayor.
2. A department head shall submit a request to the Director of Human resource seeking authorization for carryover on or before December 1st who will discuss available options with the department head. Should the exclusive option be to request carryover of unused vacation for the above reasons, the HR director will support the request to the Mayor.
3. In situations where extenuating circumstances for the reasons previously indicated prevent discussion before December 1 (ex. An emergency after December 1st prevents a unit employee from going on a previously scheduled vacation, unavailability of the HR staff or Mayor to meet prior to December 1st) the request for carryover of unused vacation shall be made as soon as practicable.

The request to carryover unused vacation time shall only be available due to extenuating circumstances previously indicated and shall be subject to the approval of the Mayor but shall not be unreasonably denied. If approved, the additional vacation time carried over must be used in the next calendar year. A copy of the HR Director's endorsement of the employee's request shall be provided to the Association's President.

12.06. A member of the Association who leaves the employ of the City shall be paid for whatever leave balance exists as of the date of termination. However, no employee may be paid for more than twenty-five (25) working days of leave.

Article 13

Reserved for Future Use

Article 14

BEREAVEMENT LEAVE

14.01. In the event of the death of a spouse or child paid leave of up to one calendar week will be granted.

14.02. In the event of death of a member of the immediate family of an employee, the employee will be granted paid leave of up to three working days. Immediate family is defined as an employee's mother, father, significant other (shall be defined as a person residing with the employee for one year or more before the date of request and the employee has advised the Human Resources Department of the name of that person), step-parent, foster parent, step child, foster child, sister, brother, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, and daughter-in-law.

14.03. In the case of the death of the employee's following relative, one day of paid leave shall be allowed; aunt, uncle, niece, nephew, brother-in-law, sister-in-law.

14.04. With the consent of the Department Head and providing it will not impair/reduce the effective delivery of services, an employee scheduled to work may be granted up to four hours of paid leave to attend the service of a deceased co-worker.

Article 15

JURY DUTY

15.01 An employee who serves on jury duty will continue to receive his regular pay and benefits from the City, provided this fact is reported on payroll. When payment by the court for

such jury duty is made, such payment, exclusive of travel or any other allowances, shall be refunded to the City by the employee in the following manner: the employee shall present to the Auditor's Office either the check from the court endorsed over to the City of Northampton, or a certification from the court as the amount paid together with the employee's personal reimbursement to the City. Employees subpoenaed by the Commonwealth or its subdivisions shall be reimbursed as if on jury duty.

15.02. An employee on jury duty shall be considered as being employed Monday through Friday.

15.03. An employee who is on jury duty for four (4) hours or less in a given day shall return to work for the remainder of his regular shift, but in no event shall the time he is on jury duty and the time he is on his regular job exceed his normal work day.

Article 16

MILITARY LEAVE

16.01. A military leave of absence without compensation shall be granted to any employee called to active duty with the United States armed forces.

16.02. An employee who serves an annual tour of duty with a United States Reserve component or as a member of the National Guard of the Commonwealth shall receive the difference between his regular base pay and military pay received for a period of up to seventeen (17) working days in a calendar year. The City need reimburse the employee only for days corresponding with the employee's work schedule.

Article 17

FAMILY MEDICAL AND PARENTAL LEAVE

17.01. The parties agree to incorporate and make part this Agreement the City's Family and Medical Leaves of Absence, a copy of which is attached as Appendix E.

Article 18

PERSONAL LEAVE

18.01. At the beginning of each calendar year, eligible employees will receive the equivalent of three days, at their current work assignment, of time to use at their discretion. The time may be used for any purpose. Employees shall provide 24-hour advance notice to their immediate supervisor. Personal leave time can be used in hourly increments. Unused personal leave time

does not carry over to the next calendar year. Any remaining balance of personal leave time will be transferred to the employee's sick time bank at the end of the calendar year.

18.02. In the first year of employment, employees hired before July 1st will receive three (3) personal days. Employees hired after July 1st will receive one and one-half (1 ½) personal days.

18.03. Unused personal days in any calendar year will be added to an employee's sick leave days at the end of such calendar year or, in the case of an employee who dies or retires during a calendar year, upon death or retirement.

Article 19

EDUCATIONAL ASSISTANCE

19.01. The City will pay for registration, tuition, books, materials, and laboratory fees required by a school, seminar, or short course, which in the opinion of the Department Head, are directly related to your employment, provided funds have been appropriated into a Citywide Educational Assistance Fund administered by the Human Resources Department.

19.02. The City will pay examination fees, meal expenses, and traveling expenses incurred by employees selected by the City to attend short courses and examinations leading to certifications, registrations, and licenses, excluding driver's licenses, required by State and/or Federal law for the performance of duties by such employees.

19.03. All books and other educational materials paid for by the City in accordance with the first paragraph of this article shall remain property of the City and be retained for reference use by all employees.

19.04. Employees will be allowed release time to attend courses as stated above. The release time must be reported on the payroll.

Article 20

REPRESENTATION

20.01. A written list of Association Officers and other representatives shall be furnished to the City immediately after their designation and the Association shall notify the City of any changes.

20.02. The employees covered by the terms of this Agreement will be allowed by a committee of not more than four (4) Association members.

20.03. One (1) member of this committee will be allowed to handle grievances during working hours.

20.04. The City agrees that no member of the Association will lose any pay/benefits while working with the City to resolve grievances or during contract negotiations.

Article 21

LONGEVITY PLAN

21.01. Each full-time employee shall receive longevity compensation as follows:

A. Upon completion of five (5) years of continuous service in paid status of no less than fifty (50%) percent of an employee's regular scheduled work week, a sum of one hundred dollars (\$100.00) shall be added to his/her pay once a year and once each year thereafter through the ninth (9th) year of continuous service in paid status of no less than fifty (50%) percent of the employee's regular scheduled work week, he/she shall receive a longevity payment of \$100.00.

B. Upon completion of ten (10) years of continuous service in paid status of no less than fifty (50%) percent of an employee's regular scheduled work week, a sum of five hundred dollars (\$500.00) shall be added to his/her pay once a year and once each year thereafter through the fourteenth (14th) year of continuous service in paid status of no less than fifty (50%) percent of the employee's regular scheduled work week, he/she shall receive a longevity payment of \$500.00.

C. Upon completion of fifteen (15) years of continuous service in paid status of no less than fifty (50%) percent of an employee's regular scheduled work week, a sum of six hundred dollars (\$600.00) shall be added to his/her pay once a year and once each year thereafter through the nineteenth (19th) year of continuous service in paid status of no less than fifty (50%) percent of the employee's regular scheduled work week, he/she shall receive a longevity payment of \$600.00.

D. Upon completion of twenty (20) years of continuous service in paid status of no less than fifty (50%) percent of an employee's regular scheduled work week, a sum of seven hundred dollars (\$700.00) shall be added to his/her pay once a year and once each year thereafter through the twenty-fourth (24th) year of continuous service in paid status of no less than fifty (50%) percent of the employee's regular scheduled work week, he/she shall receive a longevity payment of \$700.00.

E. Upon completion of twenty-five (25) years of continuous service in paid status of no less than fifty (50%) percent of an employee's regular scheduled work week, a sum of eight hundred dollars (\$800.00) shall be added to his/her pay once a year and once each year thereafter he/she shall receive a longevity payment of \$800.00.

21.02. In case a temporary or provisional employee or an employee serving under a Professional Services Contract becomes a permanent employee, with no break in service, for the purposes of this article, his date of employment shall be the date of first employment as a temporary or provisional or contractual employee. Should a break in service of thirty days or less occur as a result of involuntary separation, it shall be construed as nullifying the intent of this provision.

21.03. Full-time employees are those who work regularly at least thirty-five (35) hours per week.

21.04. Suspension time (that is, time lost from work through suspension for cause) shall be deducted from years of service.

21.05. Authorized leave of absence shall not change the effective employment date, provided the employee does not engage in other employment during leave of absence. However, if an employee is granted a leave of absence for the purpose of taking educational work which is related to his occupation in the service of the City, other employment during such leave shall not affect his effective employment date.

21.06. Payment of the longevity compensation shall be made on an annual basis and shall be paid on the last pay day of the month in which the anniversary date occurs.

21.07. Those employees leaving the service of the City of Northampton through retirement or death shall be given credit for one (1) year of service if they have at least six (6) months service following their anniversary date.

21.08. To the extent permitted by the law, longevity compensation shall be construed as regular, compensation for the purpose of retirement benefits.

Article 22

SAVINGS CLAUSE

22.01. Should any provision of the Agreement be found to be in violation of any federal or state law by a court of competent jurisdiction, all other provisions of the Agreement shall remain in full force and effect for the duration of this agreement.

Article 23

ORIENTATION (PROBATIONARY) PERIOD AND PROMOTIONS

23.01. Newly hired employees shall be entitled to all the benefits and privileges of the employees covered by this agreement. They shall be subject to all the obligations imposed upon employees by the terms of this agreement.

23.02. Newly hired employees not presently employed by the City shall have a six month probationary period. They may challenge discipline or discharge procedures up to Step 2 of the Grievance Procedure.

Article 24

NO STRIKE-NO LOCKOUT

24.01. No lock out of employees shall be instituted by the employer during the term of this Agreement.

24.02. No strike of any kind shall be caused or sanctioned by the Association during the term of this Agreement. At no time, however, shall an employee be required to act as a strike breaker. Any or all employees who violate any of the provisions of this article may be disciplined or discharged by the City.

Article 25

JOB SECURITY

25.01. It is the policy of the City to act with integrity and justice toward each employee, recognizing his individuality as a human being and his right to fair, decent, equitable and understanding treatment.

25.02 An employee of the Association currently covered by this collective bargaining agreement and/or covered by Civil Service shall not be disciplined, demoted, transferred, suspended, laid off or discharged (probationary personnel excluded) except for just cause. Failure to reappoint constitutes discharge. Before such contemplated action is taken, the employee shall be given a hearing before the Appointing Authority or his/her designee, on specific reasons for such action unless the employee waives the right to such a hearing. Such hearing shall be commenced not less than ten (10) working days after the notice of hearing is served on the employee and the Association, and the Association may represent the affected employee at the hearing. Association members not under Civil Service shall only have recourse to the grievance procedure contained herein. Association members eligible to proceed under civil service hearing as provided in Chapter 31, Section 41, of Massachusetts General Laws, as amended from time to time, on employment matters, and who so elect shall not have available to them the right to utilize the grievance procedure on the same employment matters.

25.03. An employee of the Association covered/formerly covered by Civil Service (See Appendix A) who is laid off shall have the right to be reinstated to his/her position prior to filling the position with any other employee for a period of five years. The City shall notify the laid-off employee of its intention to fill a vacancy in his/her position by sending him/her a notice by certified mail to the address currently on file with the City's Human Resources Department. The

employee shall have the obligation to apprise the City of any change in his/her address during the recall period.

25.04. Association members not under civil service shall only have recourse to the grievance procedure contained herein. Association members eligible to proceed under civil service hearings as provided in Chapter 31, Section 41, of Massachusetts General Laws, as amended from time to time, or employment matters, and who so elect, shall not have available to them the right to utilize the grievance procedure on the same matters.

Article 26

INDEMNIFICATION COVERAGE

26.01. The City agrees that if and when it provides for indemnification under C.512, Acts of 1978, "Government Claim Tort Act", such coverage will be extended for all employees of the Association.

Article 27

WORKER'S COMPENSATION

27.01. In the event an employee receives compensation under the Worker's Compensation Act, the employee may apply to charge his sick leave account for the difference between the compensation he receives and his usual weekly pay, to the extent of sick leave earned. If sick leave is exhausted, earned vacation leave may be applied in the same manner upon the employee's request.

Article 28

PART-TIME EMPLOYEES

28.01 Permanent part-time employees who regularly work at least twenty (20) hours per week shall be paid hourly rates based on their classifications and their positions (step) in their pay grades according to their length of service. Such permanent part-time employees shall be entitled to sick leave, holiday, vacation and other fringe benefits provided by this contract proportionate to their weekly schedules.

Article 29

MEDICAL INSURANCE

29.01. The City agrees to pay eighty (80%) of the premium for the HMO Plan.

29.02. The City agrees to pay fifty percent (50%) of the premium for an indemnity plan that covers members who seek treatment outside Massachusetts (PPO).

29.03. The City agrees to maintain the percentages specified in Articles 29.01 and 29.02 for members of this Association when and if the member becomes a retiree in the City's Contributory Retirement System.

29.04. The City will provide a voluntary Dental Plan at the employee's expense.

29.05. The City will provide a Flexible Spending Plan

29.06. Effective January 1, 2014, health insurance benefits shall be through the Group Insurance Commission (GIC), pursuant to the agreement reached by the City and the Public Employee Committee (PEC) established under M.G.L. c.32B, 21-23.

Article 30

TRANSPORTATION AND TRAVEL ALLOWANCE

30.01. Employees covered by this Agreement will be paid at the rate authorized by the City for the use of any privately owned conveyance for any travel-in-state or out-of-state, incurred in the performance of their duties for the City. Employees will be expected to maintain a log showing the distance of any such trip, the place traveled, and the purpose of the trip.

30.02. The City agrees to review and establish the authorized travel allowance reimbursement rate every year. The rate shall be based upon the IRS standard deduction rate. Each Department must be notified of this rate by January of each year so it can be used in formulating their departmental budgets.

30.03. Bargaining unit employees shall be reimbursed for transportation expenses at the IRS rate applicable on January 1st of each contract year.

Article 31

DRUG & ALCOHOL FREE WORK PLACE

31.01. It is the intent and the obligation of the City to provide a drug-free/alcohol-free, healthy, safe, and secure work environment for all employees. No employee shall report to work under the influence of alcohol or illegal drugs. Employees are expected and required to report to work on time and in appropriate mental and physical condition for work.

31.02. The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, or the use of alcohol on City premises, or while on City business is absolutely

prohibited. If it is determined that there are violations of this policy, appropriate disciplinary action will be in accordance with Civil Service law in conjunction with collective bargaining language, if appropriate.

31.03. Drug and alcohol dependency is recognized by the City as an illness and major health problem. The City also recognizes drug abuse as a potential health, safety and security problem. Employees needing help in dealing with such problems are encouraged to use the Employee Assistance Program and the health insurance plans as appropriate. Any contact with the Employee Assistance Program are confidential and conscientious efforts to seek help with drug and alcohol dependency will not jeopardize an employee's job.

31.04. As required by Federal law, employees directly engaged in the performance of work pursuant to the provisions of a federal grant or contract must, as a condition of employment, abide by the terms of the above policy and must report any conviction under a criminal drug statute for violations of this policy to the City of Northampton Human Resources Department within five (5) days after conviction. The City must then notify the contracting agency within ten (10) days after receiving notice of conviction as required by the Drug-Free Workplace Act of 1988.

Article 32

EMPLOYEE ASSISTANCE PROGRAM

32.01. The Association and the City mutually agree to endorse the continuity of the existing Employee Assistance Program for all employees and members of their families.

Article 33

TAKE HOME VEHICLE POLICY

33.01. NAPEA unit members will be subject to the City's take-home vehicle policy. In determining the value of the vehicle provided to the employee for income reporting purposes, an employee may request that the lease value rule or commuting valuation rule be used in lieu of the cents-per-mile rule set forth in the City's policy. If, in the sole determination of the City, the requested reporting method can be utilized under current IRS regulations and guidance then the City agrees to use the requested alternative method for calculating the value of the vehicle provided.

33.02. Notwithstanding the criteria used by the City to determine the appropriateness of a take-home vehicle under its policy, for as long as the following unit members work in the same jobs for the City that they held on July 1, 2013 and the vehicles they were assigned on July 1, 2013 are mechanically sound, the following individuals will be grandfathered and although not required to use, shall be permitted to use a take-home vehicle: Richard Parasiliti, John Carver. The City may not assign any take-home vehicle to these grandfathered individuals. These individuals are not grandfathered to any specific vehicle.

Article 34

LIGHT/LIMITED DUTY

34.01. The City of Northampton and the Association agree to the establishment and implementation of a light duty program.

Article 35

COMPENSATION

35.01. Represented positions and the grades for each position are set forth in Appendix A, the grade and step scale is in Appendix B, and the initial step placement for each bargaining unit employee is in Appendix C, each of which is incorporated by the reference herein.

35.02. In any year where step movement has been negotiated, each bargaining unit employee with one or more years service in the unit and any employee hired before January 1 shall be advanced to the next higher step in her/her pay grade on July 1 of the following year of this contract. Notwithstanding any other language in this Agreement, upon the expiration of this contract step movement shall not be automatic but must be negotiated in subsequent years.

35.03. Effective July 1, 2014, in the event of a promotion of any unit member to a higher graded position within NAPEA the employee's rate of promotion shall be determined by the City (ie. Human Resources Director with approval of the Mayor) in its sole discretion, as follows:

1. If the employee is promoted between July 1st to December 31st of the Fiscal year, the promoted employee shall be placed on a step in the employee's new grade that represents a minimum 3-3.5% increase per grade (provided that nothing herein shall prevent the City, in its discretion, from placing the promoted employee at a higher step) and the employee shall also be eligible for any negotiated step increase the following July 1st.
2. If the employee is promoted between January 1st and June 30th of the Fiscal year, then the promoted employee shall be placed on a step in their new grade that represents a minimum 3.5% increase per grade (provided that nothing herein shall prevent the City, in its discretion, from placing the promoted employee at a higher step). Such employee shall not be eligible for a step increase until they have been in that position for a year.

35.04. Except in the case of promotional appointments which shall included the limitations as indicated above, the City in the sole discretion of the Human Resources Director with the approval of the Mayor shall assign a newly hired unit member to any step within the salary grade of the position for which the employee is hired.

35.05 All unit members shall be required to have their paychecks directly deposited to a banking institution of their choosing.

35.06. For FY 2017: Make a 1% adjustment to scale and for all members currently over the top step. 1.5% COLA (applies to those over the scale) and step movement for all eligible for steps. See Appendix A.

For FY 2018: 1.5% COLA (applies to those over the scale) plus movement for all eligible for steps.

For FY 2019: 1.5% COLA (applies to those over the scale) plus movement for all eligible steps.

The City agrees to conduct a wage and classification study during the term of the Collective Bargaining Agreement, with a wage re-opener at the conclusion of the study.

Article 36

EFFECTIVE DATE

36.01. The effective date of this Agreement is July 1, 2016.

Article 37

DURATION

This Agreement is effective retroactively to July 1, 2016 and shall remain in full force and effect through June 30, 2019 and shall automatically renew itself for consecutive terms, each of one year, unless by January 1, 2019, either the City or the Association shall have given the other notice of its desire to negotiate a new Agreement.

37.02. The party so desiring to negotiate a new Agreement shall specifically inform, in writing, the other party regarding any change to be sought in such negotiations.

37.03. In the event any such negotiations have not been completed by June 30, 2019, all of the terms of this Agreement shall be extended until such time as a successor Agreement has been agreed to and executed by representatives of the parties hereto, and no new benefits so negotiated will be retroactive unless agreed to by the City.

Article 38

SEXUAL HARASSMENT POLICY

38.01. The parties agree to incorporate and make part of this Agreement the City's Discriminatory Harrassment Policy, a copy of which is attached as Appendix F.

In witness whereof the parties to the contract have caused these presents to be executed by their agents hereunto duly authorized and their seals to be affixed hereto, as of the date first above their written.

FOR THE CITY OF NORTHAMPTON:



Mayor


Human Resources Director

FOR THE NAPEA ASSOCIATION:



NAPEA President


NAPEA Vice President

Louis Hasbrouck
Negotiating Team Member

Appendix A: Positions Covered by Association

Unit A

City Engineer – DPW – Grade 18
Department Head – Assessors – Grade 13
Department Head – Board of Health (Health Agent or Director of Public Health) Grade 13
Department Head – Building Commissioner – Grade 14
Department Head – Council on Aging (COA) - Grade 13
Department Head – Collector – Grade 15
Department Head – Office of Planning & Sustainability – Grade 16
Department Head – Recreation – Grade 13
Department Head – Veteran's Agent – Grade 11
Dispatch Public Safety Communications Center Administrator – Grade 13
Financial Administrator – DPW – Grade 12
Senior Civil Engineer – DPW- Grade 14
Superintendent of Streets – DPW – Grade 14
Superintendent of Water – DPW – Grade 14
Waste Water Treatment Plant Superintendent – DPW – Grade 14

Unit B

Aquatics Supervisor – Recreation – Grade 7
Assessor – Grade 10
Assistant CDBG Administrator – Grade 9
Assistant Civil Engineer – DPW – Grade 12
Assistant Department Head – City Clerk – Grade 8
Assistant Department Head - Collector – Grade 9
Assistant Department Head - COA– Grade 9
Assistant Department Head – Recreation – Grade 10
Assistant Department Head – Treasurer – Grade 9
Assistant Environmental Engineer – DPW - Grade 12
CADD Supervisor/Senior Civil Engineer- DPW – Grade 13
Chief Operator (a.k.a. Chief Water Treatment Plant Operator) WWTP – Grade 14
Chief Operator Water Plant – Grade 11
Community Development Block Grant Administrator – Grade 11
Conservation, Preservation and Land Use Planner – Grade 10
CPA Planner (in the event this becomes an over 20 hour per week position)- Grade 9
Cross Connection Control Coordinator/surveyor – Grade 9
DEP Compliance Coordinator – Grade 12
Energy Officer – Grade 10
Facility Maintenance Electrician – Grade 11
GIS Coordinator – Grade 11
Inspector – Building Department – Grade 11
Inspector – Electrical – Building Department – Grade 10

Inspector – Plumbing and Gas – Grade 10
Media and Marketing Coordinator – COA - Grade 7
Administrative Manager – DPW – Grade 12
Parking Enforcement Administrator (Parking Clerk) – Grade 9
Planners – Grade 11
Police Records Supervisor – Grade 9
Program Coordinator – COA – Grade 6
Public Health Nurse – Grade 10
Recreation Supervisors – Grade 7
Sanitarian/Sanitary Inspector – BOH – Grade 9
Sealer of Weights and Measure – Grade 9
Senior Social Worker – COA –Grade 8
Solid Waste Supervisor – Grade 8
Senior Environmental Scientist –DPW- Grade 11
Storm water Utility Administrator – DPW- Grade 10
Storm water Manager –DPW- Grade 11
Veterans Service Officer – Grade 7

Assistant Dept. Head – Assitant Auditor (This position remains within NAPEA for so long as Ann Marie Baron remains employed as the City's Assistant Auditor. The parties further recognize and agree that the position of Assistant Auditor shall otherwise remain excluded from the bargaining unit.)

NAPEA Grades with Steps for NAPEA for FY 17

Step	Grade 6	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11	Grade 12	Grade 13	Grade 14	Grade 15	Grade 16	Grade 18
1	17.38	17.99	19.24	20.59	22.03	23.57	25.23	27	28.88	30.91	33.07	37.86
2	17.73	18.35	19.62	21.01	22.48	24.05	25.73	27.54	29.46	31.53	33.73	38.62
3	18.08	18.71	20.01	21.43	22.93	24.53	26.25	28.09	30.05	32.16	34.41	39.39
4	18.45	19.09	20.41	21.85	23.38	25.02	26.77	28.65	30.65	32.8	35.1	40.18
5	18.81	19.47	20.82	22.29	23.85	25.52	27.31	29.22	31.27	33.46	35.8	40.99
6	19.19	19.86	21.24	22.74	24.33	26.03	27.86	29.81	31.89	34.12	36.51	41.81
7	19.58	20.26	21.66	23.19	24.82	26.55	28.41	30.4	32.53	34.81	37.24	42.64
8	19.97	20.66	22.1	23.66	25.31	27.08	28.98	31.01	33.18	35.5	37.99	43.49
9	20.37	21.07	22.54	24.13	25.82	27.62	29.56	31.63	33.84	36.21	38.75	44.36
10	20.77	21.5	22.99	24.61	26.33	28.17	30.15	32.26	34.52	36.94	39.52	45.25
11	21.19	21.93	23.45	25.1	26.86	28.74	30.75	32.91	35.21	37.68	40.31	46.16
12	21.61	22.37	23.92	25.61	27.4	29.31	31.37	33.57	35.91	38.43	41.12	47.08
13	22.05	22.81	24.4	26.12	27.95	29.9	32	34.24	36.63	39.2	41.94	48.02
14	22.49	23.27	24.89	26.64	28.51	30.5	32.64	34.92	37.37	39.98	42.78	48.98

NAPEA Grades with Steps for NAPEA for FY 18

Step	Grade 6	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11	Grade 12	Grade 13	Grade 14	Grade 15	Grade 16	Grade 18
1	17.64	18.26	19.53	20.9	22.37	23.93	25.61	27.4	29.32	31.37	33.57	38.43
2	18	18.62	19.92	21.32	22.81	24.41	26.12	27.95	29.9	32	34.24	39.2
3	18.36	18.99	20.31	21.75	23.27	24.89	26.64	28.51	30.5	32.64	34.92	39.99
4	18.72	19.37	20.72	22.18	23.73	25.39	27.17	29.08	31.11	33.29	35.62	40.78
5	19.1	19.76	21.14	22.63	24.21	25.9	27.72	29.66	31.73	33.96	36.33	41.6
6	19.48	20.16	21.56	23.08	24.69	26.42	28.27	30.25	32.37	34.64	37.06	42.43
7	19.87	20.56	21.99	23.54	25.19	26.95	28.84	30.86	33.02	35.33	37.8	43.28
8	20.27	20.97	22.43	24.01	25.69	27.49	29.42	31.47	33.68	36.04	38.56	44.15
9	20.67	21.39	22.88	24.49	26.21	28.04	30	32.1	34.35	36.76	39.33	45.03
10	21.09	21.82	23.34	24.98	26.73	28.6	30.6	32.75	35.04	37.49	40.12	45.93
11	21.51	22.26	23.8	25.48	27.26	29.17	31.22	33.4	35.74	38.24	40.92	46.85
12	21.94	22.7	24.28	25.99	27.81	29.75	31.84	34.07	36.45	39.01	41.74	47.79
13	22.38	23.15	24.76	26.51	28.37	30.35	32.48	34.75	37.18	39.79	42.57	48.74
14	22.82	23.62	25.26	27.04	28.93	30.95	33.13	35.45	37.93	40.58	43.42	49.72

NAPEA Grades with Steps for NAPEA for FY 19

Step	Grade 6	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11	Grade 12	Grade 13	Grade 14	Grade 15	Grade 16	Grade 18
1	17.91	18.53	19.82	21.22	22.7	24.29	25.99	27.81	29.76	31.84	34.07	39.01
2	18.27	18.9	20.22	21.64	23.16	24.77	26.51	28.37	30.35	32.48	34.75	39.79
3	18.63	19.28	20.62	22.07	23.62	25.27	27.04	28.94	30.96	33.13	35.45	40.58
4	19	19.66	21.03	22.51	24.09	25.77	27.58	29.51	31.58	33.79	36.16	41.4
5	19.38	20.06	21.45	22.97	24.57	26.29	28.13	30.1	32.21	34.47	36.88	42.22
6	19.77	20.46	21.88	23.42	25.06	26.81	28.7	30.71	32.85	35.16	37.62	43.07
7	20.17	20.87	22.32	23.89	25.57	27.35	29.27	31.32	33.51	35.86	38.37	43.93
8	20.57	21.29	22.77	24.37	26.08	27.9	29.86	31.95	34.18	36.58	39.14	44.81
9	20.98	21.71	23.22	24.86	26.6	28.46	30.45	32.59	34.87	37.31	39.92	45.71
10	21.4	22.15	23.69	25.36	27.13	29.03	31.06	33.24	35.56	38.05	40.72	46.62
11	21.83	22.59	24.16	25.86	27.67	29.61	31.68	33.9	36.27	38.82	41.53	47.55
12	22.27	23.04	24.64	26.38	28.23	30.2	32.32	34.58	37	39.59	42.36	48.5
13	22.71	23.5	25.14	26.91	28.79	30.8	32.96	35.27	37.74	40.38	43.21	49.47
14	23.17	23.97	25.64	27.45	29.37	31.42	33.62	35.98	38.5	41.19	44.08	50.46

Appendix D: Sick Time Buyout Grandfathering

In the August 17, 2007 memorandum of Understanding (MOU) the City has agreed to both grandfather the following employee: Wayne Feiden and to freeze the maximum payout of the following employees at the dollar amount of their accumulated sick leave on the date of execution of this agreement: Ann Marie Baron, David Sparks and James Thompson. There is a letter from the City and in Ann Marie Baron's personnel file indicating that the freezing of Ms. Baron's maximum payout amount shall survive her removal from the NAPEA bargaining unit.

In the January 18, 2011 MOU the City agreed to grant grandfathering rights to Richard Parasiliti relative to the City wide sick leave buy back cap.

Appendix E: Family and Medical Leave

City of Northampton, Massachusetts Human Resources Department

Effective Date: 4/27/94

Updated: 03/2009

FAMILY AND MEDICAL LEAVES OF ABSENCE

POLICY

It is the policy of the City of Northampton to comply with the provisions of the Federal Family and Medical Leave Act and the Massachusetts Maternity Leave Act. These laws entitle eligible employees to take unpaid, job-protected leave for specified family and medical reasons. The City has the right to designate a leave as a qualified FMLA leave, whether the employee actually requested a leave or not, when it appears that the reason for the leave fits the FMLA definitions.

DEFINITIONS FOR FMLA

Eligible Employee: To be eligible for FMLA, an employee must have worked for the City for at least one year (consecutive or non-consecutive) and have worked 1,250 hours (this is actual hours worked and does not include paid time off like vacations and sick time) over the 12 months prior to the commencement of the leave.

Covered Family Member: Employee's lawful spouse, child or parent.*

Child: A child under 18 years of age, or 18 years of age or older who is incapable of self-care because of mental or physical disability. An employee's child is one for whom the employee has responsibility for the actual day-to-day care and includes a biological, adopted, foster or stepchild.*

The 12 Month Period: The eligible period for leave shall be measured by rolling backward from the date an employee uses any FMLA leave. *

*The definition of "covered family member", "child" and "12-month period" are different for Qualifying Event #6.

Qualifying Events - The law provides for six circumstances under which an eligible employee is entitled to unpaid, job-protected leave from work:

- 1) Birth of a child of the employee and to care for the child;
- 2) Placement of a child with the employee for adoption or foster care;
- 3) The employee is needed to care for a covered family member with a serious health condition;
- 4) The employee's own a serious health condition that makes the employee unable to perform the functions of his/her position;

- 5) A qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation (note: this leave entitlement does not extend to family members of the Regular Armed Forces on active duty status), or
- 6.) To care for a covered service member with a serious injury or illness. Eligible employees, who are the spouse, son, daughter, parent or next of kin, are entitled to a special leave entitlement of up to 26 weeks to care for a covered service member during a single 12-month period.

Limitation - Entitlement to leave for the birth or placement of a child (1) and (2) above, expires at the end of the 12-month period beginning on the date of such birth or placement.

Under Federal law, if both spouses work for the same employer they are entitled (if otherwise eligible) to an aggregate of 12 workweeks for leave during any 12-month period. The rule applies only if the leave is for the birth or placement of a son or daughter, or to care for a sick parent. In addition, this rule only applies if the couple is married. 29 U.S.C. § 2612.

Service Member Family Leave - The leave described in this paragraph shall only be available during a single 12-month period. During the single 12-month period described in this paragraph, an eligible employee shall be entitled to a combined total of 26 workweeks of leave under any Qualifying Event.

Serious Health Condition - An illness, injury, impairment, or physical or mental condition that involves:

- 1) Inpatient care; or
- 2) A period of incapacity of more than 3 days AND any subsequent treatment by a health provider; or
- 3) Continuing treatment by a health care provider for a chronic serious health condition, or:
- 4) Any period of incapacity due to pregnancy or prenatal care.

Qualifying Exigencies for service member family leave may include:

1. Short-notice deployment
2. Military events and related activities
3. Childcare and school activities
4. Financial and legal arrangements

5. Counseling
6. Rest and recuperation
7. Post-deployment activities
8. Additional activities where the employer and employee agree to the leave.

Intermittent or Reduced Leave:

- An employee may take FMLA leave intermittently (a few days or a few hours at a time) or on a reduced leave schedule to care for an immediate family member with a serious health condition or because of their own serious health condition *when medically necessary*. Medically necessary means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule.
- An employee must make a reasonable effort to schedule leave for planned medical treatment so as to not unduly disrupt the employer's operations.
- Intermittent leave for the birth and care of a newborn or placement of a child for adoption or foster care is subject to the City's approval.
- The employee may be required to transfer temporarily to a position with equivalent pay and benefits that better accommodates recurring periods of leave when the leave is planned based on scheduled medical treatment.
- For part-time employees and those who work variable hours, the family and medical leave entitlement is calculated on a pro rata basis. A weekly average of the hours worked over the 12 weeks prior to the beginning of the leave should be used for calculating the employee's normal workweek.

Active Duty - The term "active duty" means duty under a call or order to active duty members of the uniformed services as described in section 101(a)(13)(B) of title 10, United States Code.

Contingency Operation - A contingency operation is an action or operation against an opposing military force as described in section 101(a)(13)(B) of title 10, United States Code.

Covered Service Member - A current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.

PROCEDURE

Notice Requirement

- An employee is required to give **30 days notice** in the event of a foreseeable leave. A Request for Family and Medical Leave form (see Appendix A) should be completed by the employee and returned to the Human Resources Department. In unexpected or

unforeseeable situations, an employee should provide as much notice as is practicable, usually verbal notice within one or two business days of when the need for leave becomes known, followed by a completed Request for Family/Medical Leave form.

- In any case in which the necessity for leave under the service member leave section of this policy is foreseeable, whether because the spouse, or a son/daughter, or parent, of the employee is on active duty, or because of notification of an impending call or order to active duty in support of a contingency operation, the employee shall provide such notice to the employer as is reasonable and practicable.
- If an employee fails to give 30 days notice for a foreseeable leave with no reasonable excuse for the delay, an unpaid leave may be granted and the employee is denied access to the substitution of paid leave until 30 days after the employee provides notice (provided paid leave is available).
- Requesting and being approved for an intermittent FMLA leave does not relieve the employee from appropriately requesting time off and/or timely, appropriate notification in advance for the need to take specific time off from work.
- The City retains the right to apply FMLA leave concurrent with any other leave that an employee may qualify for because of the same condition or event.

Medical Certification of a Serious Health Condition

- A. For leaves taken because of a serious health condition of a covered family member, the employee must submit a completed Certification of Health Care Provider for Family Member's Serious Health Condition form (see attached Appendix B) and return the certification to the Human Resources Department within 15 days of the leave request, or as soon as is reasonably possible.
- B. For leaves taken because of a serious health condition of an eligible employee, the employee must submit a completed Certification of Health Care Provider for Employee's Serious Health Condition form (see attached Appendix C) and return the certification to the Human Resources Department within 15 days of the leave request, or as soon as is reasonably possible.
- C. The City of Northampton *may* require a second or third opinion (at employer's expense), periodic reports on the employee's status to include a new Certification of Health Care Provider form every thirty days and intent to return to work, and a fitness-for-duty report to return to work.
- D. All documentation related to the employee's or family member's medical condition will be held in strict confidence and maintained separate from the employee's Human Resources file.
- E. When a request for leave is for the serious health condition of a family member, entitlement to the leave may be subject to medical verification concerning the

medical condition of the employee's family member, verification that the seriously ill family member is a covered family member and certification that the employee's presence is necessary or would best for the family member's care.

- F. On leave requests that involve a qualified exigency and to care for a seriously ill service member, leave may be approved pending verification of eligibility.

SUBSTITUTION OF PAID LEAVE

In certain circumstances, the City will allow an employee to elect to take paid leave for an eligible FMLA leave. The rules for the substitution of paid leave (if available) for unpaid leave are as follows:

1. An employee granted Family Medical Leave for their **own serious health condition** must first use available sick leave followed by any other accrued time available (vacation, personal or comp time).
2. An employee granted Family Medical Leave for the **birth/placement of a child** may use up to eight weeks of sick time followed by any other accrued time available (vacation, personal or comp time).
3. An employee granted Family Medical Leave for the **serious health condition of a covered family member** may use up to eight weeks of sick time followed by any other accrued time available (vacation, personal or comp time).
4. An employee granted Family Medical Leave for the **serious health condition of a covered service member** cannot use any accrued sick time. Paid leave can only be taken from vacation, personal or compensatory time.
5. An employee granted Family Medical Leave for a **qualified exigency** may only use vacation, personal or compensatory time to be paid for this type of leave.

EFFECT ON BENEFITS

- A. An eligible employee on a designated FMLA leave, under this policy, will continue to be covered under the City of Northampton's group health insurance plan and life insurance plans under the same conditions as coverage would have been provided if they had been continuously employed during the leave period.
- B. Employee contributions will be required through payroll deduction if the employee is substituting paid leave for unpaid leave, or by direct payment to the Human Resources office, should the employee be in an unpaid status. Employee contribution amounts are subject to change in rates that occur while the employee is on leave.
- C. If the employee's contribution is more than 30 days late, the Human Resources Department may terminate the employee's insurance coverage.
- D. If the employee fails to return from an approved family/medical leave for reasons other than; (1) the continuation of a serious health condition of the employee or a covered family member; or (2) circumstances beyond the employee's control

(certification required within 30 days of failure to return for either reason), the City of Northampton may seek reimbursement from the employee for the City's portion of the premiums paid on behalf of that employee (also known as the employer contribution) for the length of the leave.

JOB PROTECTION

- A. If the employee returns to work at the end of the approved family/medical leave (up to 12 weeks), he/she will be reinstated to his/her former position or an equivalent position with equivalent pay, benefits, status and authority.
- B. The employee's restoration rights are the same as they would have been had the employee not been on leave. Thus, if the employee's position would have been eliminated or the employee would have been terminated but for the leave, the employee would not have the right to be reinstated upon return from leave.
- C. If the employee fails to return to work at the end of the approved family/medical leave (up to 12 weeks), the employee will be terminated, unless the leave can be extended under some other statute or City policy.

DEFINITIONS FOR Massachusetts Maternity Leave Act

Eligible employee-A full time female employee who has completed an initial probationary period of six months.

Qualifying event-Leave is for the purpose of giving birth or adopting a child.

Notice- The employee must give two weeks' notice of her anticipated date of departure and of her intent to return.

Length of leave-Eight (8) weeks of leave each time she gives birth or adopts a child.

Effect on benefits-Same as under FMLA leave.

Job Protection-Same as under FMLA leave.

Approved:

Mary Clare Higgins
Mayor

Glenda G. Stoddard
Human Resources Director

Revision History: 03/2009, 12/02/2008, 02/04, 4/27/94

Appendix F: Discriminatory Harassment Policy



City of Northampton, Massachusetts Human Resources Department

POLICY & PROCEDURE
NUMBER 200-2

Effective Date: 2/1/98
Revision Date: 8/2/2010

POLICY OF NON-DISCRIMINATION & GRIEVANCE PROCEDURE

POLICY:

This is to notify all persons that it is the policy of the City of Northampton to refrain from discriminating against any person because of her/his race, color, religious creed, national origin, gender, sexual orientation, age, ancestry, disability, genetics or marital status in the provision of, or access to, services, employment and activities.

This is in accordance with all applicable federal and state law, including, but not limited to, Section 504 of the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act, as amended, the Civil Rights Act of 1964, as amended, Article 114 of the Massachusetts Constitution, Chapters 151B, GL 272, (sections 92, 98, and 98A), GL 149 (sections 24A and 105A) of the Massachusetts General Laws and Executive order 452.

Glenda G. Stoddard, Human Resources Director, shall administer compliance with the law and regulations.

For further information about our policies and grievance procedures for the resolution of complaints contact the City's Affirmative Action/Equal Opportunity (AA/EO) Manager:

Glenda G. Stoddard, Human Resources Director
240 Main Street
Northampton, MA 01060
(413) 587-1258

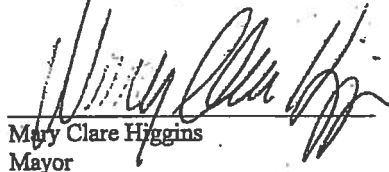
PROCEDURE:

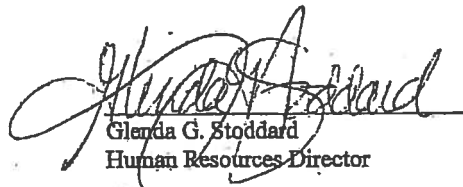
The City of Northampton has adopted an informal grievance procedure providing for prompt and equitable resolution of complaints alleging any violation of state and federal laws and regulations protecting individuals from discrimination pursuant to this policy. The laws and regulations may be examined in the Human Resources Department office in coordination with the above named individual. This person has been designated to coordinate the efforts of the organization to comply with the regulations.

POLICY OF NON-DISCRIMINATION & GRIEVANCE PROCEDURE, 200-2,
Page 2

1. Where possible, a complaint should state the name and address of the person filing it, a brief description of the alleged action prohibited by the laws and regulations, and the date it allegedly occurred.
2. A complaint should be filed in the City's Human Resources Department within a reasonable amount of time (no more than thirty [30] days) after the person filing the complaint becomes aware of the action alleged to be prohibited by the laws or regulations.
3. The AA/EO Manager or his/her designee shall investigate the complaint to determine its validity. These rules contemplate an informal but thorough investigations. All grievant parties will be given an opportunity to submit evidence relevant to the complaint.
4. The AA/EO Manager or his/her designee shall issue a written decision determining the validity of the complaint no later than thirty [30] days after its receipt and issue a corrective action plan where necessary.
5. The AA/EO Manager or his/her designee shall maintain the files and records relating to complaints filed hereunder.
6. The right of a person to the prompt and equitable resolution of a complaint filed hereunder shall not be impaired by the person's pursuit of other remedies, such as the filing of a complaint with the Massachusetts Commission Against Discrimination and/or any other state or federal agency or any state or federal court.
7. These rules shall be liberally construed to protect the substantial rights of interested persons and assure compliance with the law and regulations.

APPROVED:


Mary Clare Higgins
Mayor


Glenda G. Stoddard
Human Resources Director

Revision History:
3/6/98



